MEMORANDUM OF AGREEMENT

PROJECT NAME/TITLE

This Memorandum of Agreement is between Gateway Community and Technical College (GCTC), an institution of the Kentucky Community and Technical College System (KTCTS), and the Boone County Sheriff's Office (BCSO) regarding safety and security on the Boone County campus of GCTC, located at 500 Technology Way, Florence, KY 41042.

Both GCTC and the BCSO agree that it is of mutual benefit to the citizens and residents of Boone County, and to the students, faculty, and staff at GCTC to provide a safe and secure environment. To achieve this goal, the Parties agree as follows:

AGREEMENT TERM

This Agreement is effective from August 1, 2023, to June 30, 2024. This Agreement shall automatically renew on its anniversary date. Either party may cancel this Agreement at any time for cause. Either party may cancel without cause upon a 30-day written notice.

DUTIES/RESPONSIBILITIES OF GCTC

GCTC shall assume the following responsibilities by providing:

- Access to private meeting areas and visible dedicated workspace with a landline phone for the deputy
- Access to a Computer, printer, copier, internet, and affiliate email address.
- Copies of or access to the GCTC policy and procedures and the Code of Student Conduct.
- An BCSO-approved long-gun safe.
- A list of officials to be contacted in the event problems arise on campus.

DUTIES/RESPONSIBILITIES OF THE BOONE COUNTY SHERIFF'S OFFICE

Boone County Sheriff's Deputy shall assume the following responsibilities:

- Provide a deputy sheriff to serve as a law enforcement officer for the GCTC Boone County Campus, when school is in session, Monday through Friday from 0800-1600 hours on days of in-person operations from August 1, 2023, through May 31, 2024, as listed in the GCTC school calendar. These hours are subject to change upon agreement by both parties as needed. In the event the assigned deputy becomes unavailable, the BCSO will attempt to provide a suitable

replacement deputy on a temporary basis. The assigned deputy will be in their official uniform while on duty.

- The Deputy will work in conjunction with the Manager of Safety & Security or other college safety personnel on security-related matters. Any performance evaluations shall be the responsibility of the BCSO, who can consult with the appropriate college personnel.
- The Sheriff will provide a marked official vehicle for the use of the assigned deputy and provide fuel and insurance for those vehicles.
- The assigned deputy's duties and functions are law enforcement and general campus security. In no way will he/she act as a disciplinarian by addressing violations of GCTC's policies, procedures, or code of conduct.
- The assigned deputy may, by way of the exercise of his/her discretion as a sworn peace officer, take law enforcement action as he/she deems necessary. Actions undertaken by the deputy may or may not involve arrest, and the deputy's discretion and decision-making shall be governed by and subject to the policies, procedures, and training of the BCSO, and those laws of the Commonwealth of Kentucky which govern law enforcement officers. The deputy will provide updates on any such action to the GCTC administration as soon as practical.
- The Deputy shall be responsible for the security of all keys and other supplies and equipment provided by the College.
- The Deputy shall not use College computer services for personal use. This includes personal emails, internet use, etc.
- The assigned deputy will complete mandatory online compliance training in the timeframe provided and as assigned by GCTC Human Resources.
    - Cybersecurity Overview; Hazard Communication – Right to Understand; Sexual Violence Awareness for Employees; Clery Act Overview; Policy and Procedure reviews

FINANCIAL DATA AND TERMS

- Gateway will be invoiced at the rate on Appendix A. Boone County Sheriff's Office will notify Gateway when pay is increased due to performance or cost-of-living raises, and both parties will sign an updated Appendix A.
- BCSO will submit an invoice and all necessary documents to bill GCTC on a quarterly basis. GCTC will pay the final invoice within 30 days of receipt.

EMPLOYMENT

Nothing in this Agreement shall be construed as creating an employment relationship between the assigned deputy and GCTC. The deputy(s) provided by and through the BCSO are always employees of the BCSO and are not intended or expected to function as employees of GCTC.

BCSO is at all times responsible for salary, applicable benefits, insurance, workers' compensation, or other privileges and entitlements created by an employment contract. This Agreement is for services and is not for specific personnel. In the event GCTC believes, in the exercise of good faith judgment, that the assigned deputy is not effectively performing his or her duties or performing in a manner not compatible with the GCTC's culture, the president of GCTC or his designee shall make a report and submit it to the BCSO's school resource commander, in order to seek a mutually satisfactory resolution of the matter with the BCSO. The Boone County Sheriff may, in his sole discretion, dismiss or reassign the deputy. In the event a complaint is filed against the BCSO Deputy, the complaint shall be forwarded to the BCSO School Resource Officer Division Commander for investigation by the BCSO.

REPORTING

GCTC will be responsible for completing and submitting any required crime data or similar reports required by GCTC and/or state or federal laws. The BCSO Deputy will assist in providing their investigative KYOPS reports such as NIBRS Report (KY criminal offense report), E-Crash (KY collision report), E-Call (KY non-criminal incident report), Boone Co. PSCC CAD log, and any other similar reports authorized by law.

INSURANCE/HOLD HARMLESS

BCSO shall provide comprehensive, general liability insurance coverage for the assigned deputy, consistent with the policies maintained by the BCSO in the same manner for other BCSO employees. In the event of litigation, BCSO shall assume defense of the assigned deputy and provide insurance coverage only to the same extent, and subject to the same conditions and limitations as is provided to other BCSO insureds. Each Party shall be responsible for individual defense of claims raised by any third party or other complainant as a result of actions pursuant to this Agreement.

SEVERABILITY

If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable, and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included.

CHOICE OF LAW AND VENUE

Any litigation arising from the alleged breach of this contract and/or interpretation of the terms of this agreement shall be brought in Franklin Circuit Court. Any negligence claims against KCTCS shall be brought pursuant to KRS Chapter 49. Furthermore, all terms and conditions in this agreement to the contrary notwithstanding, the parties understand and agree that state and federal laws governing GCTC/KCTCS as a public agency shall prevail.

For Boone County Sheriff's Office:

Name (Signature): [signature]

Name (Print): MICHAEL A. HELMIG

Title: SHERIFF

Date: 8/9/2023

For GCTC:

Name (Signature): [signature]

Name (Print): Amy Hatfield

Title: Vice President, HR

Date: 8/10/2023

APPENDIX A

Beginning August 1, 2023, Gateway will be invoiced at $33.01 per hour.

Signature:

Email: rwalters@boonecountyky.org

Signature:

Email: mhelmig@boonecountyky.org

Signature:

Email: amy.hatfield@kctcs.edu

Gateway will be invoiced at the rate on Appendix A. Boone County Sheriff's Office will notify Gateway when pay is increased due to performance or cost-of-living raises, and both parties will sign an updated Appendix A.

Appendix A:
Beginning August 1, 2023, Gateway will be invoiced at $33.01 per hour.

Beginning January 1, 2024, Gateway will be invoiced at $34.00 per hour.

Signature:
Email: ~~rwalters@boonecountyky.org~~ rWAlters@boonecountyky.org

Signature:
Email: mhelmig@boonecountyky.org

Signature:
Email: amy.hatfield@kctcs.edu